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Abraham J. Wyner

Judge: Judge Marc L. Barreca
Hearing Location: Room 7106
700 Stewart St
Seattle WA 98101
Hearing Date: August 30, 2013
Hearing Time: 9:30 a.m.

FILED
Western District of Washington
at Seattle

AUG 26 2013

U.S. Bankruptcy Court

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF WASHINGTON

IN RE
ADAM R. GROSSMAN

CHAPTER 7
CASE NO. 10-19817-MLB
OBJECTION TO TRUSTEE'S MOTION TO
INVALIDATE AJW CLAIM AND
COUNTER CLAIM TO CAP
BANKRUPTCY EXPENSES

1. My name is Abraham Wyner. I am a professor of statistics at the Wharton School of Business. I have known the debtor, Adam Grossman for many years.
2. In May of 2010, I loaned Mr. Grossman \$10,000. The loan terms were set forth in a contract signed electronically.
3. The trustee has moved to invalidate my claim citing, "there is no authentication of the promissory note upon which the claim is based either in terms of when the note was

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CLAIM TO CAP BANKRUPTCY EXPENSE

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Wynnewood PA, 19096



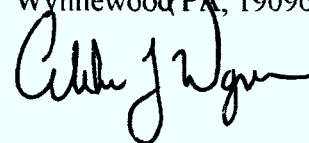
1 executed and/or that Claimant has possession of the original thereof." [10-19817-MLB,
2 #510, p2]

3
4 4. The promissory note was properly executed electronically. In addition to the properly
5 executed promissory note, I also provided electronic evidence of the bank transfer. The
6 Electronic Signatures in Global and National Commerce Act (ESIGN, Pub.L 106-229,
7 114 Stat. 464) is federal law passed by the U.S. Congress to facilitate the use of
8 electronic records and signatures by ensuring the validity and legal effect of contracts
9 entered into electronically. The general intent of the ESIGN Act is spelled out in the very
10 first section(101.a), that a contract or signature "may not be denied legal effect, validity,
11 or enforceability solely because it is in electronic form." This current docket contains
12 many examples of documents that have been signed electronically or reproduced
13 electronically including the Trustee's own attorney whose filings are shown to contain
14 notation near the signature indicating that a document was signed "as authorized by
15 email" by another person which is not even an allegation in this objection. Wells Fargo
16 Bank and PNC Bank, two creditors who have made claims in this case, use electronic
17 document storage and retrieval systems for their record keeping. Based on the argument
18 set forth above, the Trustee's position does not have sufficient merit and the motion
19 should be denied.

20 5. The Trustee has also moved to invalidate my claim because of its alleged tardiness. My
21 loan was secured by a lien placed on real property held by the Metro Way Family Trust.
22 I did not file a claim on or before the claims bar date of February 14, 2012, because my
23 security interest was not part of the bankruptcy estate on February 14, 2012. My security
24 interest was voided on March 21, 2012 [Docket #64, in 11-01954] but I do not
25 understand how this could occur because the property at 773 Metro Way was not part of
26 the bankruptcy estate on March 21, 2012. Metro Way Family Trust was not even named

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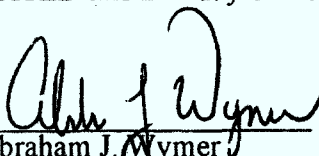
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1 as a defendant until March 8, 2012, which was after the claims bar date. I have never
2 understood what due process was in place protecting my rights because the Chapter 7
3 Trustee apparently served process to "773 Metro Way" in ZIP Code "96008" (Docket
4 #73) which is not the ZIP Code in which the subject property is located and it appeared
5 that the Chapter 7 Trustee was suing and serving an empty house which, needless to say,
6 would have a difficult time arguing for my case in Seattle, WA. After I learned that my
7 security interest was voided, I filed a claim. This was after the claims bar date, but in
8 order for me to have due process it must at least be possible for me to comply with the
9 timelines. In the interest of justice I therefore respectfully request that the claims bar date
10 be waived, since in this case, there was not a single day my lien was in the estate that was
11 not after the claims bar date. In the interest of justice and the lack of due process notice,
12 the Trustee's position does not have merit and the motion should be denied.

- 13 6. Based on the actions of which I have received notice, it seems that the Trustee does not
14 want to pay me (and probably or any of the other small creditors) anything. The Trustee
15 and his attorney and his staff have consumed an enormous amount of the value in the
16 estate through expenses. I am a small creditor. Instead of paying 100% to the Trustee and
17 his attorneys, I urge the court from a sense of fairness to set a maximum cap on the
18 professional fees for the administration of a case so that, e.g., no more than 90% of the
19 assets in the estate are spent on the paid professionals. At least 20% should be set aside
20 for the small creditors to receive some compensation
21

22 DATED this 23rd day of August, 2013.

23 
24 Abraham J. Wymer
25

26 **OBJECTION TO TRUSTEE'S MOTION
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CLAIM TO CAP BANKRUPTCY EXPENSE**

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